

on going

SOS # ~~16415~~ 15557

#02

AG Contract No.: KR92-0168-TRN
ADOT File No.: JPA 90-19B
Phoenix File No.: 58063
Secretary of State No.: 16415
Master Maintenance Supplement
Section: SR 51, Squaw Peak Highway
(McDowell Road - Glendale Avenue)

ADDENDUM

AMENDMENT #02

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

58063-003

THIS AGREEMENT is entered into 13 July, 1998 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-952, as amended =, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its City Council (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 and City Charter Chapter 2, Section 2, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The parties have entered into an Intergovernmental Agreement JPA 90-19 and JPA 90-19A Addendum, dated 26 March, 1991 and 20 February, 1992 respectively (Secretary of State No. 15557 and ~~16415~~ respectively; City Agreement No. 58063), attached hereto and made a part hereof, establishing the maintenance responsibilities of the City and the State with respect to certain access controlled state highway SR 51, Squaw Peak Highway.

4. The purpose of this agreement is to amend the agreement with respect to the indemnification portion only.

THEREFORE, in consideration of the mutual agreements expressed herein, and in the prior agreements of the parties, it is agreed as follows.

15557 #02

(PER LYNN GRANDY / ADOT)

WRONG INFORMATION HAD BEEN GIVE

(11/30/00)

NO. ~~16415~~
Filed with the Secretary of State
Date Filed: 07/13/98

Patricia Bayless
Secretary of State

By Wick V. Greenwood

II. SCOPE OF WORK

This agreement is being amended by deleting II 2 c. and in II 1. adding a new subparagraph (e) which will read:

e. In those areas in which the design criteria of the Squaw Peak Highway is deemed by the State to be inadequate for state highway needs as specified in the State's "1990 Urban Highways Design Manual" for urban freeway systems, agree to defend, indemnify and hold harmless the City and its agents, officials and employees from and against and all claims (including those pending), actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of the State and for the injury of death to any or all persons **TO THE EXTENT THAT SUCH HAVE BEEN** caused by or attributable to the negligence or fault of the City, its employees, or agents and is attributable to the failure of the design criteria to meet State standards as set forth in the State's "1990 Urban Highways Design Manual". All of the other terms and conditions of the above referenced agreement remain in full force and effect.

III. MISCELLANEOUS PROVISIONS

1. This amendment shall not be deemed to modify or alter any other term of condition of Agreement No. ~~16415~~, which shall remain in full force and effect according to its terms except as amended herein *15557*

2. This agreement shall become effective upon filing with the Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
200 West Washington Street, 5th Floor
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

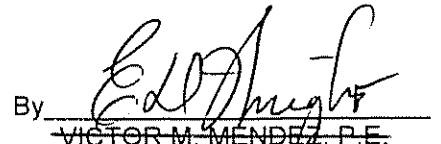
CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks
City Manager

By 
GEORGE BRITTON
Deputy City Manager

ATTEST

By 
Alexander M. Cordova
ACTING City Clerk

STATE OF ARIZONA
Department of Transportation

By 
~~VICTOR M. MENDEZ, P.E.~~
~~Deputy State Engineer~~
E.D. Wright
Deputy Director

RESOLUTION

BE IT RESOLVED on this 2nd day of June 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix for the purpose of amending the Master Maintenance Agreement (JPA 90-19), with respect to the indemnification portion only..

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.


DAVID ALLOCCO, acting Manager
Engineering Technical Group

for MARY E. PETERS, Director

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

I, Diane Bauer, the duly appointed and qualified Special Deputy City Clerk of the City of Phoenix, County of Maricopa, State of Arizona, do hereby certify and attest the attached to be a true and correct copy of Resolution 19103, authorizing an amendment to the intergovernmental agreement 58063, between the City of Phoenix and the Arizona Department of Transportation, adopted by the Council of the City of Phoenix on the 3rd day of June, 1998, all as appears of record in the office of the City Clerk.

IN WITNESS WHEREOF, I hereunto set my hand and caused the official seal of the City of Phoenix to be affixed hereunto this 4th day of June, 1998.



SPECIAL DEPUTY CITY CLERK

RESOLUTION NO. 19103

A RESOLUTION AUTHORIZING AN AMENDMENT TO
THE INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PHOENIX AND THE STATE OF
ARIZONA, ARIZONA DEPARTMENT OF
TRANSPORTATION, DATED FEBRUARY 20, 1992,
RELATING TO STATE ROUTE 51, SQUAW PEAK
PARKWAY; AND DECLARING AN EMERGENCY.

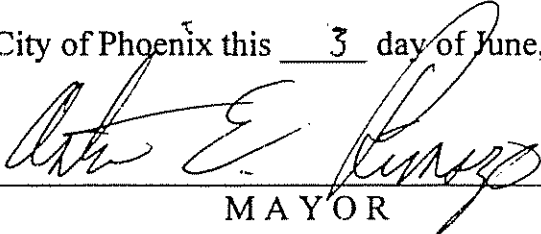
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF PHOENIX as follows:

SECTION 1. That the City Manager or his designee is authorized to
execute an amendment to that certain Addendum to an Intergovernmental Agreement
between the City of Phoenix and the State of Arizona, Arizona Department of
Transportation, dated February 20, 1992, (City of Phoenix Agreement No. 58063;
Secretary of State No. 16415) containing certain mutual agreements and obligations of the
parties relative to State Route 51, Squaw Peak Parkway, from McDowell Road to
Glendale Avenue; by amending the agreement to remove the provision relating to the
City's indemnification of the State, and substituting an agreement providing for the

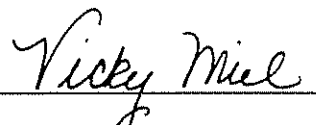
State's indemnification of the City pursuant to language contained in said amendment which is hereby approved.

SECTION 2. WHEREAS, the immediate operation of the provisions of this resolution is necessary for the preservation of the public peace, health and safety, an EMERGENCY is hereby declared to exist, and this resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter and is hereby exempted from the referendum clause of said Charter.


PASSED by the Council of the City of Phoenix this 3 day of June, 1998.


MAYOR

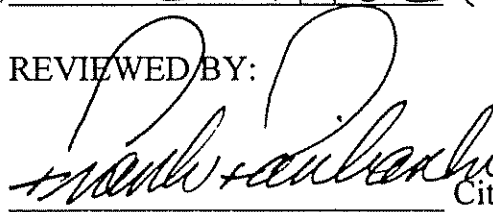
ATTEST:


City Clerk

APPROVED AS TO FORM:

 ACTING
City Attorney

REVIEWED BY:


City Manager

RECEIVED
CITY CLERK
JUN 4 1998

APPROVAL OF THE CITY OF PHOENIX ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 11th day of June, 1998



ACTING City Attorney





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR92-0168TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE June 24, 1998.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/13242

Enc.